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MICHIGAN STATE UNIVERSITY
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9 UNITED STATES DISTRICT COURT
10 CENTRAL DISTRICT OF CALIFORNIA
11 SOUTHERN DIVISION

12 JANE LM DOE, an individual,
13

14 Plaintiff,

15 v.

16 DR. LARRY NASSAR, an individual;
USA GYMNASTICS, an Indiana
business entity of form unknown;
17 ROBERT COLAROSS, an individual;
STEPHEN "STEVE" PENNY, an
18 individual; BELA KAROLYI, an
individual; MARTHA KAROLYI, an
19 individual; KAROLYI TRAINING
CAMPS, LLC, a Texas business entity
20 of form unknown; KAROLYI'S ELITE,
a Texas business entity of form
21 unknown; AOGC ALL OLYMPIA
GYMNASTIC CENTER INC., a
22 California business entity of form
unknown; GALINA MARINOVA, an
23 individual; ARTUR AKOPYAN, an
individual and DOES 1 through 500.

24 Defendants.
25

CASE NO.: 8:18-cv-1117-JLS (KESx)

DEFENDANT MICHIGAN STATE
UNIVERSITY'S APPLICATION TO
FILE SETTLEMENT AGREEMENT
UNDER SEAL

The Honorable Josephine L. Staton

1 Pursuant to Local Rule 79-5, Defendant Michigan State University (“MSU”)
 2 hereby requests that the Court order the following document filed under seal:

3 1. Exhibit A to the Declaration of Amy Van Gelder in Support of MSU’s
 4 Motion for Good Faith Settlement Determination—Exhibit A is a true and correct
 5 copy of the Settlement Agreement and Mutual Release dated August 28, 2018
 6 (“Settlement Agreement”), signed on the one hand by MSU and on the other hand by
 7 Plaintiff Jane LM Doe (“Plaintiff Doe”) under her true name.

8 Good cause exists for filing the signed Settlement Agreement under seal. *See*
 9 *generally Apple, Inc. v. Samsung Elecs. Co.*, 2012 WL 2936432, at *1 (N.D. Cal July
 10 18, 2012) (“Where a party seeks to file under seal documents attached only to a non-
 11 dispositive motion, [] a showing of ‘good cause’ often outweighs the public’s interest
 12 in access, because ‘the public has less of a need for access to court records attached
 13 only to non-dispositive motions because those documents are often unrelated, or only
 14 tangentially related, to the underlying cause of action.’” (citation omitted)).¹

15 Plaintiff Doe has chosen to proceed in this litigation under a pseudonym.
 16 Courts regularly allow plaintiffs to do so in cases involving allegations of a sensitive
 17 nature. *See Jane Roes 1-2 v. SFBSC Mgmt., LLC*, 77 F. Supp. 3d 990, 993 (N.D.
 18 Cal. 2015) (“The Ninth Circuit has recognized that courts grant anonymity where it
 19 is needed to ‘preserve privacy in a matter of sensitive and highly personal nature.’”) (citing *Does I thru XXIII v. Advanced Textile Corp.*, 214 F.3d 1058, 1068 (9th Cir.
 20 2000)); *see also J.I. v. United States*, No. 118CV00363LJOSAB, 2018 WL 1474355,
 21 at *2 (E.D. Cal. Mar. 26, 2018) (“Courts have generally permitted plaintiffs to
 22 proceed anonymously when their claims involved allegations of sexual assault”
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24
 25 ¹ A motion for good faith settlement determination has been determined to be a
 26 non-dispositive motion. *See Prosurance Grp., Inc. v. Liberty Mut. Grp., Inc.*, No.
 27 10-CV-02600-LHK, 2011 WL 704456, at *1 (N.D. Cal. Feb. 18, 2011) (“Because a
 28 motion to determine good faith settlement is only tangentially related to the merits of
 the underlying cause of action, it constitutes a non-dispositive motion. Thus, the
 parties need only show good cause to justify sealing the documents listed above.”
 (citation omitted)).

1 (citation omitted)). Good cause exists, therefore, to seal the signed Settlement
2 Agreement because the signature page reveals Plaintiff Doe's true name. The
3 request to seal the Settlement Agreement is narrowly tailored, as the publicly-filed
4 redacted version of the Settlement Agreement includes all of the terms and
5 conditions of the Settlement Agreement and only redacts the signature page so that
6 Plaintiff Doe's true name is not revealed.

7 Accordingly, MSU respectfully requests that the Court order the Settlement
8 Agreement to be filed under seal.

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10 DATED: August 31, 2018

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12 SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

13 By: /s/ Kevin J. Minnick
14 Kevin J. Minnick

15 Attorneys for Defendant
16 MICHIGAN STATE UNIVERSITY
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